

SUPPLIES OR SERVICES AND PRICES/COSTS

1852.216-78 Firm Fixed Price. (DEC 1988)

The total firm fixed price of this contract is \$_____.

(End of clause)

SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description incorporated below.

| # | Description | Quantity | Unit | Amount | Total |
|---|--|----------|------|--------|--------|
| 1 | IT Security Management Plan | 1 | Each | \$0.00 | \$0.00 |
| 2 | Quarterly Demonstration Report #1 & Certification | 1 | Each | \$ | \$ |
| 3 | Quarterly Demonstration Report #2 & Certification | 1 | Each | \$ | \$ |
| 4 | Quarterly Demonstration Report #3 & Certification | 1 | Each | \$ | \$ |
| 5 | Quarterly Demonstration Report #4, Interim New Technology Report (NTR), & Certification | 1 | Each | \$ | \$ |
| 6 | Quarterly Demonstration Report #5 & Certification | 1 | Each | \$ | \$ |
| 7 | Quarterly Demonstration Report #6 & Certification | 1 | Each | \$ | \$ |
| 8 | Quarterly Demonstration Report #7 & Certification | 1 | Each | \$ | \$ |
| 9 | Final Report & Recertification, New Technology Summary Report (NTSR) and/or NTR, and Prototype and DD250 | 1 | Lot | \$ | \$ |
| | Total | | | \$ | \$ |

(End of clause)

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide the item or services specified in Section B in accordance with the following:

The Contractor's 2011 – Phase 2 proposal number _____ entitled, “_____” is hereby incorporated into this contract by reference as the Statement of work. The following documents of said proposal contain proprietary information, and shall therefore not be released outside of the Government: **The proposal section and FORM C.**

(End of text)

INSPECTION AND ACCEPTANCE

52.246-16 Responsibility for Supplies. (APR 1984)

1852.246-72 Material Inspection and Receiving Report. (AUG 2003)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in **2 copies, an original and 1 copy.**

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6.

The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

DELIVERIES OR PERFORMANCE

52.242-15 Stop-Work Order. (AUG 1989)

52.247-34 F.o.b. Destination. (NOV 1991)

PERIOD OF PERFORMANCE

The period of performance of this contract is _____ of months from the effective date of the contract.

(End of clause)

DELIVERY AND/OR COMPLETION SCHEDULE

The Contractor shall deliver and/or complete performance of the items required under this contract as follows:

| # | Schedule of Events | Due Date | Distribution |
|---|--|-------------------------|---|
| 1 | IT Security Management Plan | 30 Days following award | Electronic Handbook (EHB) |
| 2 | Quarterly Demonstration Report #1 & Certification | | EHB |
| 3 | Quarterly Demonstration Report #2 & Certification | | EHB |
| 4 | Quarterly Demonstration Report #3 & Certification | | EHB |
| 5 | Quarterly Demonstration Report #4, Interim New Technology Report (NTR), & Certification | | EHB & eNTRe |
| 6 | Quarterly Demonstration Report #5 & Certification | | EHB |
| 7 | Quarterly Demonstration Report #6 & Certification | | EHB |
| 8 | Quarterly Demonstration Report #7 & Certification | | EHB |
| 9 | Final Report & Recertification, New Technology Summary Report (NTSR) and/or NTR, and Prototype and DD250 | End of Contract | EHB, eNTRe, and Center Receiving Office |

(End of clause)

CONTRACT ADMINISTRATION DATA

1852.227-72 Designation of New Technology Representative and Patent Representative. (JUL 1997)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights - Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

See Attachment 1, Distribution List

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to

correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights - Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

SECTION G CONTRACT SPECIFIC ADDITIONAL CLAUSE ONE

Invoices

Contractor shall submit one (1) copy of each invoice electronically through the Electronic Handbook (EHB); no other copies or actions are required. Do not send a hard copy report or invoice to the NSSC, the Contracting Officer, finance office or the COTR. Failure to follow the requirements stipulated herein will delay payment.

Payment of invoices will be based upon completion of milestones and approval of each report and/or prototype by the COTR. Payment will be withheld if the required milestones have not been submitted and accepted by the COTR. Except for the final payment, all payments are considered finance payments. Therefore, interest payments in accordance with FAR 52.235-25 only apply to the final payment. In accordance with FAR 52.235-25, interest will not accrue on the final payment until thirty (30) days after COTR acceptance of the final product and receipt of a proper invoice. All reports and invoices shall be submitted by uploading one (1) copy into the Electronic Handbook (<https://sbir.gsfc.nasa.gov/sbir/contract-admin/>). The only exception to this requirement is that a copy of the Interim and Final New Technology Reports must be uploaded into the Electronic Handbook AND a copy must also be submitted using the eNTRe reporting system <http://invention.nasa.gov/>.

Along with the invoicing procedures, NASA is requiring all firms to complete a certification with each invoice submitted and a final re-certification in accordance with NASA FAR Supplement 1852.219-85.

- With each invoice, your firm will be required to submit the following certification in the EHB.

Certification

As a condition for payment under this contract, your firm shall provide the following certifications as part of its payment invoice request:

During performance of this contract, I certify --

1. Essentially equivalent work performed under this contract has not been proposed for funding to another Federal agency.
2. No other Federal funding award has been received for essentially equivalent work performed under this contract.
3. Deliverables submitted under this contract have not been submitted as deliverables under another Federal funding award.
4. Terms and conditions set forth in this contract have not been altered, except approved in writing by the Contracting Officer on (insert date of approval or modification number.).

- With your final invoice you will be required to upload a signed re-certification form into the EHB (see NFS 1852.219-85).

(End of clause)

SECTION G CONTRACT SPECIFIC ADDITIONAL CLAUSE TWO

SELECT PHASE II-E

SECTION G CONTRACT SPECIFIC ADDITIONAL CLAUSE TWO

Options

Proposing to the Phase II-E or Phase II-X Option

Note: The SBIR Program will allow firms with a Phase II contract that follows a Phase I contract from this solicitation to submit a proposal for either a Phase II-E contract option, or a Phase II-X contract option. Firms are not permitted to submit a proposal for both options. The number of Phase II-E and Phase II-X options to be exercised may be limited by availability of funds and will be selected based on the evaluation criteria.

Select Phase II-Enhancement (Phase II-E)

The purpose of the Phase II-E Option is to further encourage the advancement of innovations developed under Phase II contracts via an extension of R/R&D efforts to the current Phase II contract. Eligible firms must secure a third-party investor to partner and invest in enhancing their technology for further research, infusion, and commercialization. Under this option, the NASA SBIR Program will match, on a dollar-to-dollar basis, up to \$125,000 of non-NASA-SBIR investments to extend a project from 6-to-12 months. There is a minimum funding requirement for Phase II-E, as eligible firms must secure at least \$25,000 in third party investments. These non-NASA-SBIR third party investments can come from a NASA project, NASA contractor, or any commercial investor. The total cumulative award for the Select Phase II contract plus the Phase II-E match is not expected to exceed \$1,625,000 of SBIR funding. The non-SBIR contribution is not limited since it is regulated under the guidelines for Phase III awards.

The Phase II-E application may be submitted anytime during the **XXth** month of performance of the Phase II contract. Firms interested in executing a Phase II-E option are requested to notify the NASA SBIR Program of its intent to propose in writing, by the end of the 13th month of performance of the Phase II contract shall be e-mailed to ARC-SBIR-PMO@mail.nasa.gov. This written notification will be non-binding.

The firm will receive a notification from NSSC if the Government determines not to exercise that the contract enhancement should be not exercised. Since the Phase II-E is a contract option, there will be no debriefings as defined by Part 15 of the FAR as to why the option was not exercised.

General Guidance on What Qualifies As Investment

Investor(s) must be an "outside investor," which may include such entities as another company, a venture capital firm, an individual "angel" investor, a non-SBIR/non-STTR government program, or any combination of the above. It does not include the owners of the small business, their family members, and/or "affiliates" of the small business, as defined in Title 13 of the Code of Federal Regulations (C.F.R.), Section 121.103.

The investment must be an arrangement in which the outside party provides future cash to the small company in return for such items as: equity, a share of royalties, rights in the technology, a percentage of profit, an advance purchase order for products resulting from the technology, or any combination of the above. The investor's funds must pay for activities that further the development and/or commercialization of the company's SBIR/STTR technology (e.g., further R&D, manufacturing, marketing, etc.).

The "What Qualifies as an Investment FAQ" link https://sbir.gsfc.nasa.gov/sbir/firm_library/index.html in the EHB contains commonly asked questions and more of NASA's official guidance on what types of relationships between a small company and an outside investor(s) qualify as an investment under the SBIR Phase II Enhancement program. It includes specific examples of company-investor relationships and whether these relationships qualify as an investment.

Phase II-E Proposals

Under the Phase II-E Option, an active contract may be extended up to a maximum of one year; and match up to \$125,000 of SBIR with non-SBIR/non-STTR investments to extend a project from 6-to-12 months. There is a minimum funding requirement for Phase II-E, as eligible firms must secure at least \$25,000 in third party investments.

If selected for a Phase II-E, the funds from the outside investor must be transferred to the company within 45 days of the company's notification that it has been selected for negotiation of a Phase II-E. Negotiations will not commence until the matching funds are available and the SBC has provided proof of matching funds. If the funds are not transferred within the 45-day timeframe, the Government will no longer consider this Phase II-E Option unless NASA authorizes an extension to the requirement.

If non-SBIR/STTR government funds are to be used as matching funds for this effort, these funds must be available within 45 days of the company's notification that it has been selected for negotiation of a Phase II-E. Negotiations will not commence until the matching funds are available and the SBC has provided proof of matching funds. If the funds are not transferred within the 45-day timeframe, the government will no longer consider this Phase II-E Option unless NASA authorizes an extension to the requirement.

A Phase II-E application may be submitted anytime during the **XXth** month of performance of this contract. **Applications received after the XXth month of performance of this contract will be deemed late and not considered.** Please note there are limited funds available for a Phase II-E award therefore, there is no guarantee the Government will award a Phase II-E.

Phase II-E Proposal Requirements:

If the contractor chooses to apply for a Phase II-E, an application package shall be submitted through the NASA SBIR/STTR Contract Administration and Closeout Electronic Handbook (EHB) at:
<https://ehb8.gsfc.nasa.gov/contracts/public/firmHome.do> under Section 3, Phase II Enhancement.

A Phase II-E application package shall consist of the following items to be submitted through the NASA Submission website:

1. A Completed Phase II-E Application Form: The application form can be found at the NASA SBIR/STTR Contract Administration and Closeout EHB at: <https://ehb8.gsfc.nasa.gov/contracts/public/firmHome.do> under Section 3, Phase II Enhancement.

2. A Letter of Commitment:

a. Private Investor: The letter from the outside investor shall be submitted on company letter head, executed with a legible signature and provide name and number of investor point of contact. The letter shall state the following: the amount the investor will provide; a statement that the investment is being made in response to the company's Phase II R&D effort and how it relates thereto; acknowledgement that the funds will be transferred within 45 days of notification of selection; and a brief statement of how the resulting technology or product will be commercialized.

Note: NASA reserves the right to contact the private investor.

b. Government Investor: The letter from the government investor shall be on government letterhead and state the following: the amount the government agency/program will provide; name and point of contact; a statement that the investment is being made in response to the company's Phase II R&D effort; acknowledgement that the funds will be available for obligation within 45 days of notification of selection by the SBIR/STTR Program Office; and a brief statement of how the resulting Phase II-E technology will be integrated into the acquisition program's future activities.

3. A Statement of Work: A concise statement of work for the Phase II-E effort that extends the work being delivered under the Phase II contract submitted as a PDF file. The Statement of Work must state the specific objectives of the Phase II-E effort and provide a detailed work plan defining specific tasks and the methods planned to achieve each task, performance schedules, project milestones, and deliverables. The statement of work shall also include the effort to be financed by the private investor and or the non-SBIR/STTR government funds.

4. A detailed Cost Proposal, submitted as a PDF file. The Cost Proposal should contain estimated costs with detailed information for each cost element, consistent with the offeror's cost accounting system. A separate cost breakdown

should be provided for each milestone using the same format as Form C found at:
<http://sbir.gsfc.nasa.gov/SBIR/sbirsttr2011/solicitation/forms/phase1/SBIR/formC.pdf>

5. A Summary Briefing Chart completed from the template
https://sbir.gsfc.nasa.gov/sbir/firm_library/templates/briefing_chart_template.ppt and updated for Phase II-E with non-proprietary information.

6. An updated Commercialization Plan. The commercialization plan: (1) forecast the potential and targeted application(s) of the proposed innovation and associated products and services relative to NASA needs (infusion into NASA mission needs and projects, other Government agencies and commercial markets, (2) identify potential customers, and (3) provide an initial commercialization strategy that addresses key technical, market and business factors for the successful development, demonstration and utilization of the innovation and associated products and services. Commercialization encompasses the transition of technology into products and services for NASA mission programs, other Government agencies and non-Government markets.

7. Additional Certifications:

a. The contractor shall provide the following certifications: small business size; subcontractor limitations in accordance with 1852.219-81 Limitation on Subcontracting - SBIR Phase II Program; and limitations of the Principal Investigator in accordance with 1852.219-83 Limitation of the Principal Investigator - SBIR Program.

b. The contractor shall provide the following certifications: Essentially equivalent work proposed under this Phase II-E effort has not been proposed for funding to another Federal agency; no other Federal funding award has been received for essentially equivalent work to be performed under this proposed Phase II-E effort; and deliverable items to be submitted under this Phase II-E effort have not been submitted as deliverable items under another Federal funding award.

Select Phase II eXpanded (Phase II-X)

The purpose of the Phase II-X Option is to establish a strong and direct partnership between the NASA SBIR Program and other NASA projects undertaking the development of new technologies of innovations for future use. Under a Phase II-X option, innovations developed in Phase II are to be advanced via an extension of R/R&D efforts to the current Phase II contract. There are two specific requirements to be met for firms to be eligible for a Phase II-X option. First, eligible firms must secure a NASA program or project (other than the NASA SBIR Program) as a partner to invest in enhancing their technology for further research or infusion. Second, there is a minimum funding requirement for Phase II-X, as eligible firms must secure at least \$75,000 in NASA program or project funding. Under this option, the NASA SBIR Program will match, on a 2-for-1 basis, up to \$250,000 of NASA program or project funding, thus enabling a maximum of \$500,000 of SBIR award funds to be added from the NASA SBIR Program. Note: A firm may acquire additional, non-NASA, third-party investments as part of a Phase II-X option, but those funds will not be counted in the NASA SBIR Program's matching calculation. Executing a Phase II-X option is anticipated to extend a Select Phase II from 12-to-24 months after the completion of Phase II. The total cumulative award for the Select Phase II contract plus the Phase II-X match is not expected to exceed \$2,000,000 of SBIR funding. The NASA contribution is not limited since it is regulated under the guidelines for Phase III awards.

The Phase II-X application may be submitted anytime during the **XXth** month of performance of the Phase II contract. Firms interested in executing a Phase II-X option are requested to notify the NASA SBIR Program of its intent to propose in writing, by the end of the 13th month of performance of the Phase II contract shall be e-mailed to ARC-SBIR-PMO@mail.nasa.gov. This written notification will be non-binding.

A Phase II-X application may be submitted anytime during the **XXth** month of performance of this contract. **Applications received after the XXth month of performance of this contract will be deemed late and not considered.** Please note there are limited funds available for a Phase II-E award therefore, there is no guarantee the Government will award a Phase II-X.

Phase II-X Proposal Requirements:

If the contractor chooses to apply for a Phase II-X, an application package shall be submitted through the NASA SBIR/STTR Contract Administration and Closeout Electronic Handbook (EHB) at: <https://ehb8.gsfc.nasa.gov/contracts/public/firmHome.do> under Section 3, Phase II Enhancement.

A Phase II-X application package shall consist of the following items to be submitted through the NASA Submission website:

1. A Completed Phase II-X Application Form: The application form can be found at the NASA SBIR/STTR Contract Administration and Closeout EHB at: <https://ehb8.gsfc.nasa.gov/contracts/public/firmHome.do> under Section 3, Phase II Enhancement.

2. A Letter of Commitment: The letter from the NASA program office shall be on NASA letterhead and state the following: the amount the NASA program office will provide; name and point of contact; a statement that the investment is being made in response to the company's Phase II R&D effort; acknowledgement that the funds will be available for obligation within 45 days of notification of selection by the SBIR/STTR Program Office; and a brief statement of how the resulting Phase II-X technology will be integrated into the acquisition program's future activities.

3. A Statement of Work: A concise statement of work for the Phase II-X effort that extends the work being delivered under the Phase II contract submitted as a PDF file. The Statement of Work must state the specific objectives of the Phase II-X effort and provide a detailed work plan defining specific tasks and the methods planned to achieve each task, performance schedules, project milestones, and deliverables. The statement of work shall also include the effort to be financed by the non-SBIR/STTR NASA funds.

4. A detailed Cost Proposal, submitted as a PDF file. The Cost Proposal should contain estimated costs with detailed information for each cost element, consistent with the offeror's cost accounting system. A separate cost breakdown should be provided for each milestone using the same format as Form C found at:

<http://sbir.gsfc.nasa.gov/SBIR/sbirsttr2011/solicitation/forms/phase1/SBIR/formC.pdf>

5. A Summary Briefing Chart completed from the template

https://sbir.gsfc.nasa.gov/sbir/firm_library/templates/briefing_chart_template.ppt and updated for Phase II-X with non-proprietary information.

6. An updated Commercialization Plan. The commercialization plan: (1) forecast the potential and targeted application(s) of the proposed innovation and associated products and services relative to NASA needs (infusion into NASA mission needs and projects, other Government agencies and commercial markets, (2) identify potential customers, and (3) provide an initial commercialization strategy that addresses key technical, market and business factors for the successful development, demonstration and utilization of the innovation and associated products and services. Commercialization encompasses the transition of technology into products and services for NASA mission programs, other Government agencies and non-Government markets.

7. Additional Certifications:

a. The contractor shall provide the following certifications: small business size; subcontractor limitations in accordance with 1852.219-81 Limitation on Subcontracting - SBIR Phase II Program; and limitations of the Principal Investigator in accordance with 1852.219-83 Limitation of the Principal Investigator - SBIR Program.

b. The contractor shall provide the following certifications: Essentially equivalent work proposed under this Phase II-X effort has not been proposed for funding to another Federal agency; no other Federal funding award has been received for essentially equivalent work to be performed under this proposed Phase II-X effort; and deliverable items to be submitted under this Phase II-X effort have not been submitted as deliverable items under another Federal funding award.

(End of clause)

SPECIAL CONTRACT REQUIREMENTS

1852.223-72 Safety and Health (Short Form). (APR 2002)

1852.225-70 Export Licenses. (FEB 2000)

- (a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at **NASA facility**, where the foreign person will have access to export-controlled technical data or software.
- (c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
- (d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

1852.235-71 Key Personnel and Facilities. (MAR 1989)

- (a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

See Attachment 1, Distribution List and the Proposal, Key Personnel

(End of clause)

1852.235-73 Final Scientific and Technical Reports. (DEC 2006)

1852.235-73 Final Scientific and Technical Reports. (DEC 2006) -- Alternate III (JAN 2005)

- (a) The Contractor shall submit to the Contracting Officer a final report that summarizes the results of the entire contract, including recommendations and conclusions based on the experience and results obtained. The final report should include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to explain comprehensively the results achieved under the contract.
- (b) The final report shall be of a quality suitable for publication and shall follow the formatting and stylistic guidelines contained in NPR 2200.2A, Guidelines for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information. Electronic formats for submission of reports should be used to

the maximum extent practical. Before electronically submitting reports containing scientific and technical information (STI) that is export-controlled or limited or restricted, contact the Contracting Officer to determine the requirements to electronically transmit these forms of STI. If appropriate electronic safeguards are not available at the time of submission, a paper copy or a CD-ROM of the report shall be required. Information regarding appropriate electronic formats for final reports is available at <http://www.sti.nasa.gov> under "Publish STI - Electronic File Formats."

(c) The last page of the final report shall be a completed Standard Form (SF) 298, Report Documentation Page.

(d) In addition to the final report submitted to the Contracting Officer, the Contractor shall concurrently provide to the Center STI/Publication Manager and the NASA Center for Aerospace Information (CASI) a copy of the letter transmitting the final report to the Contracting Officer. The copy of the letter shall be submitted to CASI at the address listed at <http://www.sti.nasa.gov> under the "Get Help" link.

(e) The Contractor's rights in data are defined in FAR 52.227-20, Rights In Data - SBIR Program. The Contractor may publish, or otherwise disseminate, such data without prior review by NASA. The Contractor is responsible for reviewing publication or dissemination of the data for conformance with laws and regulations governing its distribution, including intellectual property rights, export control, national security and other requirements, and to the extent the Contractor receives or is given access to data necessary for the performance of the contract which contain restrictive markings, for complying with such restrictive markings. In the event the Contractor has established its claim to copyright data produced under this contract and has affixed a copyright notice and acknowledgement of Government sponsorship, or has affixed the SBIR Rights Notice contained in paragraph (d) of FAR 52.227-20, the Government shall comply with such Notices.

(End of clause)

1852.244-70 Geographic Participation in the Aerospace Program. (APR 1985)

SECTION H CONTRACT SPECIFIC ADDITIONAL CLAUSE ONE

Additional Reports of Work - STTR Phase II

Additional information on the required reports - not additional reports:

(a) Quarterly Demonstration Reports.

(1) The report shall be submitted in accordance with the deliverable schedule. Contractor shall submit a demonstration report of all work accomplished during that period. The report shall be in narrative form, be brief, and informal. This report shall include --

- (i) A quantitative description of work performed during the period to include milestones completed;
- (ii) An indication of any current problems which may impede performance or impact program schedule or cost, and proposed corrective action;
- (iii) A discussion of the work to be performed during the next reporting period;
- (iv) Description of any changes to the planned use of subcontractors since contract award;
- and
- (vii) Estimated percentage of physical completion of the contract.

This report shall be submitted via the NASA SBIR Electronic Contract Administration Handbook. Instructions for the electronic submission process are available to contractors on the NASA SBIR home page at <http://sbir.nasa.gov>

(2) The final report and deliverable if applicable shall be submitted no later than the final day of the contract performance period.

(b) A DD 250 report is required for each hard deliverable submitted to the Center. One signed copy shall be submitted with the deliverable and one copy shall be uploaded to the Electronic Handbook.

(c) Final Report, Project Summary Document & Project Summary Chart. The Contractor shall submit a Final Report within the period of performance of this contract. The report shall be in narrative form documenting and summarizing the results of the entire contract work. The following instructions apply to the final report and are in addition to the requirements of the "Patent Rights-Retention By the Contractor (Short Form)" clause of this contract.

(1) The Final Report shall include both a single-page project summary as the first page, identifying the purpose of the research, a brief description of the research carried out and the research findings or results, and a "Final Phase 2 Summary Chart." The project summaries are to be submitted without restriction for NASA publication. These documents should not contain any proprietary data and should be submitted without any restrictive markings. Instructions for the electronic submission of the project summary and a sample of the Summary Chart are posted on the NASA SBIR Electronic Contract Administration Handbook located in the NASA SBIR/STTR Forms Library.

(2) The project summary and the final summary chart shall be submitted with each copy of the final report and as a separate electronic submission via the NASA SBIR Electronic Contract Administration Handbook.

(3) The balance of the report should indicate in detail the project objectives, work carried out, results obtained, and assessment of technical feasibility. The potential applications of the project results in Phase III both for NASA purposes and for commercial purposes shall also be included. Rights to both interim and final report data (except for the project summary) shall be in accordance with clause 52.227-20, Rights in Data -- SBIR Program, of this contract. The Contractor shall mark all pages of reports (except the project summary and final summary chart described above) with the SBIR Rights Notice set forth in clause 52.227-20.

(d) The final report shall also serve as the last interim report.

(End of clause)

SECTION 508 COMPLIANCE

(a) The Workforce Investment Act of 1998 amended section 508 of the Rehabilitation Act of 1973 to require that :

(1) When developing, procuring, maintaining or using Electronic and Information Technology (EIT), agencies must ensure that employees with disabilities have access to and use of information and data that is comparable to that for other employees; and

(2) Members of the public with disabilities seeking information or services from an agency have access to and use of information and data that is comparable to that for members of the public without disabilities.

(b) Section 508 standards should be taken into consideration in the design of prototypes. Failure to meet Section 508 standards will impact the Government's ability to make future purchases of the technology developed under this contract. Information regarding Section 508 standards can be obtained at <http://www.access-board.gov/508.htm>.

(End of clause)

CONTRACT CLAUSES

52.202-1 Definitions. (JAN 2012)

52.203-3 Gratuities. (APR 1984)

52.203-5 Covenant Against Contingent Fees. (APR 1984)

52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)

52.203-7 Anti-Kickback Procedures. (OCT 2010)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (May 2011)

52.204-7 Central Contractor Registration. (FEB 2012)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (FEB 2012)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (DEC 2010)

52.211-5 Material Requirements. (AUG 2000)

52.215-2 Audit and Records - Negotiation. (OCT 2010)

52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)

52.215-17 Waiver of Facilities Capital Cost of Money. (OCT 1997)

52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **the period of performance**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **30 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, **shall not exceed 36 months**.

(End of clause)

52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)

52.219-8 Utilization of Small Business Concerns. (JAN 2011)

52.219-14 Limitations on Subcontracting. (NOV 2011)

52.219-28 Post-Award Small Business Program Rerepresentation. (APR 2009)

(a) *Definitions.* As used in this clause -

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive

status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts -

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it **X** is a small business concern under NAICS Code **541712** assigned to contract number on the NNX13_____C.

(End of clause)

52.222-3 Convict Labor. (JUN 2003)

52.222-19 Child Labor - Cooperation with Authorities and Remedies. (MAR 2012)

52.222-20 Walsh-Healey Public Contracts Act. (OCT 2010)

52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

52.222-26 Equal Opportunity. (MAR 2007)

52.222-35 Equal Opportunity for Veterans. (SEP 2010)

52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)

52.222-37 Employment Reports on Veterans. (SEP 2010)

52.222-50 Combating Trafficking in Persons. (FEB 2009)

52.222-54 Employment Eligibility Verification. (JAN 2009)

52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)

52.223-6 Drug-Free Workplace. (MAY 2001)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)

52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. (NOV 2011)

52.227-1 Authorization and Consent. (DEC 2007)

52.227-1 Authorization and Consent. (DEC 2007) -- Alternate I (APR 1984)

(a) The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or any subcontract at any tier.

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are expected to exceed the simplified acquisition threshold. However, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of Clause)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)

52.227-11 Patent Rights--Ownership by the Contractor. (DEC 2007)

(a) As used in this clause--

"Invention" means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

"Made" means--

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined

that the variety has been reproduced with recognized characteristics.

"Nonprofit organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

"Practical application" means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Subject invention" means any invention of the Contractor made in the performance of work under this contract.

(b) Contractor's rights. (1) Ownership. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) License. (i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) Contractor's obligations. (1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or

international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) Government's rights--(1) Ownership. The Contractor shall assign to the agency, on written request, title to any subject invention--

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) Contractor action to protect the Government's interest. (1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to--

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) Preference for United States industry. Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) March-in rights. The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall--

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) Communications. Communications and information submissions required by this clause will be made to the individuals identified in the clause at 1852.227-72, Designation of New Technology Representative and Patent Representative.

(k) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (h) of this clause.

(End of clause)

52.227-16 Additional Data Requirements. (JUN 1987)

52.227-20 Rights in Data--SBIR Program. (DEC 2007)

52.229-3 Federal, State, and Local Taxes. (APR 2003)

52.232-2 Payments under Fixed-Price Research and Development Contracts. (APR 1984)

52.232-23 Assignment of Claims. (JAN 1986)

52.232-25 Prompt payment. (OCT 2008)

52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)

52.233-3 Protest after Award. (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

52.243-1 Changes - Fixed-Price. (AUG 1987)

52.243-1 Changes - Fixed-Price. (AUG 1987) - Alternate V (APR 1984)

52.244-6 Subcontracts for Commercial Items. (DEC 2010)

52.245-9 Use and Charges. (APR 2012)

52.246-23 Limitation of Liability. (FEB 1997)

52.246-25 Limitation of Liability - Services. (FEB 1997)

52.249-2 Termination for Convenience of the Government (Fixed-Price). (APR 2012)

52.246-23 Limitation of Liability. (FEB 1997)

52.246-25 Limitation of Liability - Services. (FEB 1997)

52.249-2 Termination for Convenience of the Government (Fixed-Price). (APR 2012)

52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): For Federal Acquisition Regulation (FAR) clauses, see <http://www.acqnet.gov/far/>

For NASA FAR Supplement (NFS) clauses, see <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

52.252-6 Authorized Deviations in Clauses. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **NASA FAR Supplement (48 CFR Chapter 18)** clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

1852.204-76 Security requirements for unclassified information technology resources. (JAN 2011)

As prescribed in 1804.470-4(a), insert the following clause:

SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011)

(a) The contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: <http://www.nasa.gov/offices/ocio/itsecurity/index.html>. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions.

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) IT Security Management Plan--This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. Unlike the IT security plan, which addresses the IT system, the IT Security Management Plan addresses how the contractor will manage personnel and processes associated with IT Security on the instant contract.

(4) IT Security Plan--this is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within 30 days after award, the contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security Web site at <https://itsecurity.nasa.gov/policies/index.html>.

(d) The contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

(e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract in accordance with retention documentation available in the ADL. The contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request. Parts of the clause and referenced ADL may be waived by the contracting officer, if the contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.

(f) The contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of clause)

1852.215-84 Ombudsman. (NOV 2011)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation

ombudsman, whose name, address, telephone number, facsimile number, and email address may be found at:
http://prod.nais.nasa.gov/pub/pub_library/Omb.html. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

1852.219-76 NASA 8 Percent Goal. (JUL 1997)

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

1852.219-82 Limitation on Subcontracting - STTR Program. (OCT 2006)

The Contractor shall perform a minimum of 40 percent of the work under this contract (total contract price including

cost sharing, if any, less profit if any). A minimum of 30 percent of the work under this contract shall be performed by the research institution. Since the selection of R&D contractors is substantially based on the best scientific and technological sources, it is important that the Contractor not subcontract technical or scientific work without the Contracting Officer's advance approval.

(End of clause)

1852.219-84 Limitation of the Principal Investigator - STTR Program. (OCT 2006)

(a) The primary employment of the principal investigator (PI) identified in paragraph (b) of this clause is with the small business concern (SBC)/Contractor or the research institution (RI). Primary employment means that more than one-half of the principal investigator's time is spent in the employ of the SBC/Contractor or RI.

(b) The PI is considered to be key personnel in the performance of this contract. The SBC/Contractor, whether or not the employer of the PI, shall exercise primary management direction and control over the PI and be overall responsible for the PI's performance under this contract. Deviations from these requirements must be approved in advance and in writing by the Contracting Officer and are not subject to a change in the firm-fixed price of the contract. The PI for this contract is *[insert name]*.

(End of clause)

1852.219-85 Conditions for Final Payment - SBIR and STTR Contracts. (OCT 2006)

As a condition for final payment under this contract, the Contractor shall provide the following certifications as part of its final payment invoice request:

During performance of this contract -

1. Essentially equivalent work performed under this contract has not been proposed for funding to another Federal agency;
2. No other Federal funding award has been received for essentially equivalent work performed under this contract;
3. Deliverable items submitted under this contract have not been submitted as deliverable items under another Federal funding award;
4. For SBIR contracts: The subcontracting limitation set forth in this contract was not exceeded except as approved in writing by the Contracting Officer on (insert date of approval or modification number.);
5. For STTR contracts: The subcontracting limitation set forth in this contract was not exceeded;
6. For SBIR contracts: The primary employment of the principal investigator (PI) identified in this SBIR contract was with the Contractor, except as approved in writing by the Contracting Officer on (insert date of approval or modification number.); and
7. For STTR contracts: The primary employment of the principal investigator (PI) identified in this STTR contract was the SBC/Contractor or the research institution (RI). The PI identified in the STTR contract was considered key in the performance of this contract. The SBC/Contractor whether or not the employer of the PI, did exercise primary management direction and control over the PI and was overall responsible for the PI's performance under this contract. Any substitutions of this individual were approved in writing by the Contracting Officer on (insert date of approval or modification number.).

I understand that the willful provision of false information or concealing a material fact in this representation is a criminal offense under Title 18 USC, Section 1001, False Statements, as well as Title 18 USC, Section 287, False Claims.

(End of clause)

1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEB 2012)

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

1852.227-11 Patent Rights - Retention by the Contractor (Short Form).

1852.235-70 Center for AeroSpace Information. (DEC 2006)

1852.235-70 Center for AeroSpace Information. (DEC 2006)

1852.237-73 Release of Sensitive Information. (JUN 2005)

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained

from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages]. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs

substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

1852.232-70 NASA MODIFICATION OF FAR 52.232-12 (MAR 1998) (DEVIATION)

(a) Basic Clause. (1) In paragraph (e), Maximum Payment, in the sentence that begins "When the sum of," change the word "When" to lower case and insert before it: "Unliquidated advance payments shall not exceed \$..... at any time outstanding. In addition . . . "

(2) In paragraph (m)(1), delete "in the form prescribed by the administering office" and substitute "and Standard Form 425, Federal Financial Report."

(b) Alternate II (if incorporated in the contract). In paragraph (e), Maximum Payment, in the sentence that begins "When the sum of," change the word "When" to lower case and insert before it: "Unliquidated advance payments shall not exceed \$..... at any time outstanding. In addition . . . "

(c) Alternate V (if incorporated in the contract). (1) Substitute the following for paragraph (b): "(b) Use of funds. The Contractor may use advance payment funds only to pay for properly allocable, allowable, and reasonable costs for direct materials, direct labor, indirect costs, or such other costs approved in writing by the administering contracting office. Payments are subject to any restrictions in other clauses of this contract. Determinations of whether costs are properly allocable, allowable, and reasonable shall be in accordance with generally accepted accounting principles, subject to any applicable subparts of Part 31 of the Federal Acquisition Regulation; other applicable regulations referenced in Part 31, or Subpart 1831.2."

(2) In paragraph (d), Maximum Payment, in the sentence that begins "When the sum of," change the word "When" to lower case and insert before it: "Unliquidated advance payments shall not exceed \$..... at any time outstanding. In addition . . . "

(3) In paragraph (j)(1), insert between "statements," and "and" "together with Standard Form 425, Federal Financial Report"

(4) If this is a Phase I contract awarded under the SBIR or STTR programs, delete paragraph (a) and substitute the following: "(a) Requirements for payment. Advance payments will be made under this contract upon receipt of invoices from the Contractor. Invoices should be clearly marked "Small Business Innovation Research Contract" or "Small Business Technology Transfer Contract," as appropriate, to expedite payment processing. One-third of the total contract price will be available to be advanced to the contractor immediately after award, another one-third will be advanced three months after award, and the final one-third will be paid upon acceptance by NASA of the Contractor's final report. By law, full payment must be made no later than 12 months after the date that contract requirements are completed. The Contractor shall flow down the terms of this clause to any subcontractor requiring advance payments."

(End of clause)

LIST OF ATTACHMENTS

The following documents are attached hereto and made a part of this contract:

| Attachment Number | Attachment Name | Date of Attachment | Number of Pages |
|-------------------|-------------------|--------------------|-----------------|
| 1 | Distribution List | 2013 | 1 |
| 2 | ADL List | 2013 | 2 |

(End of Clause)